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12   UNITED STATES DISTRICT COURT

13   NORTHERN DISTRICT OF CALIFORNIA

14   SAN FRANCISCO DIVISION

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16 TARA SHAIA, ERIC PARKER, on behalf of   Case No. 4:14-cv-04495 PJH
    themselves and on behalf of others similarly
17 situated,   **DECLARATION OF MEGHANN
                                                 BARGER IN SUPPORT OF
18   Plaintiffs,   DEFENDANT HARVEST
                                                 MANAGEMENT SUB LLC'S
19   v.   OPPOSITION TO PLAINTIFF'S
                                                 MOTION FOR CONDITIONAL
20 HARVEST MANAGEMENT SUB LLC,   COLLECTIVE CERTIFICATION**

21   Defendant.   Date: April 1, 2015
                                                 Time: 9:00 a.m.
22   Courtroom: 3
                                                 Judge.:   Hon. Phyllis J. Hamilton
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DECLARATION OF MEGHANN BARGER ISO DEFENDANT'S OPPOSITION TO PLAINTIFF'S MOTION FOR
CONDITIONAL CERTIFICATION / 4:14-CV-04495 PJH

DECLARATION OF MEGHANN BARGER

I, Meghann Barger, hereby declare as follows:

1.   I have personal knowledge of the matters stated herein, and if called to testify as to those matters, I could and would testify competently.

2.   I currently work for Harvest Management SUB LLC ("Holiday") as a Payroll Manager. I have held this position since approximately May 2013. In this position, my duties include managing the company's payroll system, including managing employee-specific data and data validation. I started with Holiday in October 2008.

3.   Because of my position at Holiday and job duties, I have access to Holiday's electronic payroll system. With access to that system, using various search and filter functions, I am able to determine how many individuals held a particular position at a community during a particular time period. Using the same methods, I am also able to determine how many individuals held a position in a particular state, such as California, for a specified time period. I performed a filter and search of the payroll system for the number of Executive Chefs in the United States at Holiday's independent living communities from March 1, 2012 through March 4, 2015. According to my report, 759 people held that position during that time period. I also performed a search and filter for the number of Executive Chefs at Holiday's independent living communities in California only from March 1, 2012 through March 4, 2015. According to my report, 96 held that position in California during that time period.

4.   Because of my work for Holiday, I am aware that Holiday has an arbitration program for its employees and generally presented the arbitration agreement to them in two ways: (1) an opt-out procedure where Holiday mailed the agreement to current employees and informed them that the agreement became effective by a certain date unless they opted out of the program by sending in a signed form; and (2) during the onboarding process, Holiday presents the agreement to the newly hired employee and they sign it.

5.   Also because of my position at Holiday, I have access to our electronic database where we keep information regarding employees who did not opt-out of the arbitration agreement and new employees who have signed agreements. By performing a search and filter function on that database, I

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was able to determine that 535 Executive Chefs nationwide (out of 759) have arbitration agreements.

159 of those individuals signed agreements upon hire. 376 of those individuals did not opt out of the

program. In California only, 64 Executive Chefs (out of 96) have arbitration agreements. 13 of those

individuals signed agreements upon hire. 51 of those individuals did not opt out of the program.

I declare under penalty of perjury under the laws of the United States of America and the State of

California that the forgoing is true and correct.

Executed on the 4th day of March 2015 in Lake Oswego, Oregon.

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MEGHANN BARGER

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DECLARATION OF MEGHANN BARGER ISO DEFENDANT'S OPPOSITION TO PLAINTIFF'S MOTION FOR
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